

JAN 16 2006

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January 13, 2006

TO: Commissioner for Patents  
Attn: Yasin M. Barqadle  
Patent Examining Corps  
Facsimile Center  
P.O. Box 1450  
Alexandria, VA 22313-1450

FROM: Garth VivierOUR REF: 2167.003US1TELEPHONE: 703-305-5971FAX NUMBER (571) 273-8300

\* Please deliver to Examiner Yasin M. Barqadle in Art Unit 2153. \*

Document(s) Transmitted: Revocation and Power of Attorney (2 pages), Assignment (3 pages).Total pages of this transmission, including cover letter: 6 pgs.

If you do NOT receive all of the pages described above, please telephone us at 612-373-6900 or fax us at 612-339-3061.

In re. Patent Application of: Bartel M. VAN DE SLUISExaminer: Yasin M. BarqadleSerial No.: 09/933,845Group Art Unit: 2153Filed: August 21, 2001Docket No.: 2167.003US1Title: METHOD OF ENHANCING RENDERING OF CONTENT ITEM, CLIENT SYSTEM  
AND SERVER SYSTEM

Please charge any additional fees or credit overpayment to Deposit Account No. 19-0743.

By: Name: Garth VivierReg. No.: 57,313

I hereby certify that this paper is being transmitted by facsimile to the U.S. Patent and Trademark Office on the date shown below.

  
Michele Quaranto1-16-06  
Date of Transmission

JAN 16 2006

PATENTS/N 09/933,845IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Bartel M. VAN DE SLUIS

Examiner: Yasin M. Barqadle

Serial No.: 09/933,845

Group Art Unit: 2153

Filed: August 21, 2001

Docket: 2167.003US1

Title: METHOD OF ENHANCING RENDERING OF CONTENT ITEM, CLIENT  
SYSTEM AND SERVER SYSTEMREVOCATION AND POWER OF ATTORNEY  
CERTIFICATE UNDER 37 CFR § 3.73(b)Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

In accordance with 37 C.F.R. Section 1.36, M.P.E.P. Section 402.05 and 402.07, please revoke any existing Powers of Attorney, if any, and appoint the following attorneys and/or patent agents to prosecute this application and to transact all business in the Patent and Trademark Office in connection therewith:

Customer Number: 21186

CERTIFICATE UNDER 37 CFR § 3.73(b)

Gracernote, Inc. hereby certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of the following:

an assignment from the inventor to Koninklijke Philips Electronics N.V. filed January 7, 2002 and recorded on Reel 012441, Frames 0448-0449; and

an assignment from Koninklijke Philips Electronics N.V. to Gracernote, Inc. executed December 8, 2005, with effective date July 20, 2005 attached herewith, and filed for recordation on even date herewith. To the best of my knowledge and belief, title is in Gracernote, Inc., the assignee.

Pursuant to 37 C.F.R. §3.73(b) I hereby declare that I, Jim Doehrmann, am empowered to sign this certificate on behalf of Gracernote, Inc., the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true.

REVOCATION AND POWER OF ATTORNEY

Serial Number: 09/933,845

Filing Date: August 21, 2001

Title: METHOD OF ENHANCING RENDERING OF CONTENT ITEM, CLIENT SYSTEM AND SERVER SYSTEM

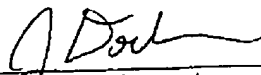
Page 2  
Dkt: 2167.003US1

Please direct all correspondence in this case to:

Schwegman, Lundberg, Woessner & Kluth, P.A.  
P.O. Box 2938  
Minneapolis, MN 55402  
Telephone No. (612)373-6900  
Customer No. 21186

Date 1/13/06

By

  
Name: Tim Dochman  
Title: SVP and CFO

U.S.A.

**PATENT ASSIGNMENT**

**THIS PATENT ASSIGNMENT**, effective as of July 20, 2005, by and between KONINKLIJKE PHILIPS ELECTRONICS N.V., a company organized and existing under the laws of the Kingdom of the Netherlands and having its registered place of business at Eindhoven, the Netherlands ("ASSIGNOR") and GRACENOTE, INC., a company organized and existing under the laws of the State of Delaware and having its principal place of business at Emeryville, California ("ASSIGNEE").

**WHEREAS**, ASSIGNOR owns the United States patent applications listed on the attached Schedule (the "Patent Applications"); and

**WHEREAS**, ASSIGNOR and ASSIGNEE have agreed that ASSIGNEE will acquire all right, title and interest in and to the Patent Applications.

**NOW, THEREFORE**, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, in perpetuity, the entire right, title and interest: (a) in and to the Patent Applications and any inventions disclosed therein (the "Inventions"); (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said Inventions, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said Inventions in the United States or any other country, including each and every application filed and each and every patent granted on any applications which is a division, substitution or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; (e) in and to each any every patent claim resulting from a re-examination certificate for any and all said patents; (f) including, without limitation, the right to sue for and recover damages for any past, present or future infringement of the Patent Applications and any Patents granted thereon; and (g) all other rights and licenses Assignor would have had if Assignor had not made the assignment made hereunder.

2. Assignor hereby covenants and agrees to reasonably cooperate with Assignee, at the expense of Assignee, to enable Assignee to enjoy the fullest extent the right, title and interest herein conveyed. Such cooperation by Assignor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance and instructions all to the extent deemed necessary or desirable by Assignee: (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said Inventions; (g) for legal proceedings involving the Inventions, any applications therefore and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, re-examination proceedings, compulsory licensing proceedings, infringement actions and court actions, provided that the reasonable expense incurred by Assignor in providing such cooperation shall be paid for by Assignee; (h) for aid in completing the filing and prosecution of a nonprovisional application claiming benefit of the application; and (i) for obtaining from Assignor's counsel transfer to Assignee of all relevant documents and materials related to the Inventions.

3. Assignor covenants that it is the sole owner and assignee and holder of record title to the above-identified Patent Applications and any patents that issue thereon and that it has full power to make the present assignment.

4. Assignee hereby acknowledges that Assignor is not making any representation or warranty with respect to the Patent Applications being conveyed hereby except as specifically set forth in this Patent Assignment.

5. Assignor warrants unto Assignee and further agrees that Assignor will, without demanding any further consideration therefor, at the reasonable request, but at the charge of Assignee, do all lawful and just acts including the execution and acknowledgment of instruments, that may be or become necessary for sustaining, obtaining continuations thereof, or reissuing from the Patents and foreign counterparts and for maintaining and perfecting the Assignee's rights to the Patent Applications, particularly in cases of interference and litigation.

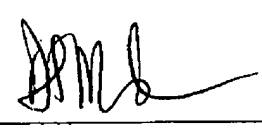
6. Assignor also hereby authorizes the Commissioner of Patents to issue any and all Letters Patent which may be granted upon the Patent Applications herein referenced to Assignee, as the assignee to the entire interest therein.

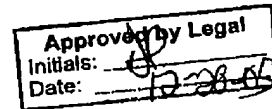
**IN WITNESS WHEREOF**, this Patent Assignment is executed at Eindhoven, the Netherlands as of this 8th day of December 2005.

EXECUTED for and on behalf of  
KONINKLIJKE PHILIPS ELECTRONICS N.V. (ASSIGNOR)

  
\_\_\_\_\_  
J.L. van der Veer, Authorized Representative

EXECUTED for and on behalf of  
GRACENOTE, INC. (ASSIGNEE)

  
\_\_\_\_\_  
Dave Marglin, General Counsel



no legalization required

SCHEDULE

ASSIGNMENT OF UNITED STATES PATENT APPLICATIONS TO GRACENOTE, INC.

| Serial No. | Filing date       | Philips' Docket |
|------------|-------------------|-----------------|
| 09/933845  | August 21, 2001   | PHNL000469 US   |
| 10/073772  | February 11, 2002 | PHNL010110 US   |
| 10/503245  | January 21, 2003  | PHNL020136 US   |
| 10/529360  | August 11, 2003   | PHNL020990 US   |
| 10/533211  | October 7, 2003   | PHNL021067 US   |
| 10/534323  | October 31, 2003  | PHNL021150 US   |
| 10/546398  | February 18, 2004 | PHNL030168 US   |
| 10/548702  | March 3, 2004     | PHNL030282 US   |